

There must be a specific denial of partnership, incorporation or execution of any written instrument, or such matter is admitted. The filing of general issue plea is not a sufficient denial. *Fifer v. Clearfield Co.*, 103 Md. 3; *Banks v. McCosker*, 82 Md. 525; *Junkins v. Sullivan*, 110 Md. 545; *Abbott v. Bowers*, 98 Md. 527.

Where the declaration charges the execution of an agreement by A as the agent of B, and defendant does not in his pleas specifically deny execution of such agreement, such execution is admitted, but not that A was the agent of B with authority to bind the latter as alleged in the *narr.* *Fifer v. Clearfield Co.*, 103 Md. 3; *Tippett v. Meyers*, 127 Md. 530.

This sub-section has no application where there is no allegation in *narr.* of the execution of any instrument, but mere averment that defendant "guaranteed payment of the mortgage debt." *Commonwealth Bank v. Kirkland*, 102 Md. 668.

In a suit brought under a local practice act, the denial in defendant's affidavit of the execution of an instrument filed with the *narr.*, compels plaintiff to prove such execution. The procedure provided by practice act is complete in itself, and exclusive of this sub-section. *Horner v. Plumley*, 97 Md. 282; *Farmers' Bank v. Hunter*, 97 Md. 150; *Nicholson v. Snyder*, 97 Md. 420; *Engel v. Schloss*, 134 Md. 76. (See this case also as to burden of proving the execution of a promissory note, and prayers relative thereto.)

Under this sub-section, mere production of promissory note sued on makes a *prima facie* case which, unless rebutted, entitles plaintiff to recover. *Frederick Institution v. Michael*, 81 Md. 505 (dissenting opinion).

The defendant's signature to a note proved, although such proof was not required under this section. *Shaffer v. Bond*, 129 Md. 649.

This sub-section applied in a suit on a promissory note under practice act for Baltimore city. *Abbott v. Bowers*, 98 Md. 527. And see *McCarty v. Harris*, 93 Md. 741; *Junkins v. Sullivan*, 110 Md. 545.

This sub-section applied in a suit on promissory note and guaranty. *Booth v. Irving Nat. Exch. Bank*, 116 Md. 672; *Herrman v. Combs*, 119 Md. 48.

Where a policy of insurance which is the basis of action is set out in declaration and its execution is not denied in plea, its execution is admitted for purposes of the action. *Prudential Ins. Co. v. Devoe*, 98 Md. 588; *Citizens' Ins. Co. v. Conowingo Co.*, 113 Md. 438.

This sub-section applied so as to obviate proof of incorporation of defendant. *Norfolk, etc., R. R. Co. v. Hoover*, 79 Md. 267.

Cited but not construed in *Zihlman v. Cumberland Glass Co.*, 74 Md. 307.

For section applicable to cases before justices of the peace, see art. 52, sec. 35.

(109) Whenever the ownership of any motor vehicle is alleged in the pleadings in any action or matter at law, the same shall be admitted for the purpose of said action or matter, unless the ownership shall be denied by the next succeeding pleading of the opposite party or parties.<sup>1</sup>

## II.

### PRACTICE.<sup>2</sup>

#### Abatement and Revivor.

An. Code, sec. 25. 1904, sec. 25. 1888, sec. 24. 1785, ch. 80. 1801, ch. 74. 1815, ch. 149. 1849, ch. 517.

29. No action of ejectment, waste, partition, dower, replevin, or any personal action, including appeals from judgments rendered by justices

<sup>1</sup> Added by act of 1924, ch. 216.

<sup>2</sup> As to practice in equity, see art. 16, sec. 154, *et seq.*

As to the practice before public service commission, see art. 23, secs. 358 and 409.

As to practice in suits against railroad companies for injury to live stock and from fire, see art. 23, sec. 244, *et seq.*

As to practice in suits by state to recover gross receipts tax, see art. 81, sec. 178, *et seq.*

As to practice in suits against a corporation for recovery of bonus tax, see art. 81, sec. 105, *et seq.*

As to practice in suits upon a tax collector's bond, see art. 81, sec. 81, *et seq.*; as to suits against tax collectors, see art. 81, sec. 89, *et seq.*